

<i>SERFF Tracking Number:</i>	<i>WAUS-125492694</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Insurance Company of Wausau, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GLF-CW-006-08</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of new endorsement GL0580 01-08/GLF-CW-006-08</i>		

Filing at a Glance

Companies: Employers Insurance Company of Wausau, Wausau Business Insurance Company, Wausau Underwriters Insurance Company

Product Name: Commercial General Liability	SERFF Tr Num: WAUS-125492694	State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.2001 Commercial General Liability	Co Tr Num: GLF-CW-006-08	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Polly Becker1	Disposition Date: 02/20/2008
	Date Submitted: 02/20/2008	Disposition Status: Approved
Effective Date Requested (New): 06/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 06/01/2008		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: Submission of new endorsement GL0580 01-08	Status of Filing in Domicile: Authorized
Project Number: GLF-CW-006-08	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 02/20/2008	
State Status Changed: 02/20/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
PROJECT # GLF-CW-006-08	
EMPLOYERS INSURANCE COMPANY OF WAUSAU NAIC-0111-21458	
WAUSAU UNDERWRITERS INSURANCE COMPANY NAIC-0111-26042	
WAUSAU BUSINESS INSURANCE COMPANY NAIC-0111-26069	

COMMERCIAL GENERAL LIABILITY

SERFF Tracking Number: WAUS-125492694 State: Arkansas
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: EFT \$50
Company Tracking Number: GLF-CW-006-08
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability
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GL0580 01-08

**WAUSAU EXPRESS CONSTRUCTION LIABILITY ENDORSEMENT
AND APPLICABLE PRICING**

REQUESTED EFFECTIVE DATE: JUNE 1, 2008

The captioned companies file this new endorsement and applicable pricing for your review and acknowledgment/approval to be use with the Commercial General Liability Coverage part.

GL0580 01-08 provides common additional coverages requested by Construction policyholders and will be attached at the request of the policyholder.

I will appreciate acknowledgment/approval of this submission.

Sincerely,

Polly Becker
State Filings Analyst
1-877-792-8728, Ext. 7434
Fax: 1-715-842-6828
Polly.Becker@wausau.com
Enclosure

Company and Contact

Filing Contact Information

Polly Becker, State Filings Analyst Polly.Becker@Wausau.com
PO BOX 8017 (877) 792-8728 [Phone]
Wausau, WI 54402-8017 (715) 842-6828[FAX]

Filing Company Information

Employers Insurance Company of Wausau CoCode: 21458 State of Domicile: Wisconsin

SERFF Tracking Number: WAUS-125492694 State: Arkansas
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P O Box 8017	Group Code: 111	Company Type:
Wausau, WI 54402-8017	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 39-0264050	

Wausau Business Insurance Company	CoCode: 26069	State of Domicile: Wisconsin
P O Box 8017	Group Code: 111	Company Type:
Wausau, WI 54402-8017	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 36-3522250	

Wausau Underwriters Insurance Company	CoCode: 26042	State of Domicile: Wisconsin
P O Box 8017	Group Code: 111	Company Type:
Wausau, WI 54402-8017	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 39-1341459	

SERFF Tracking Number: *WAUS-125492694* *State:* *Arkansas*
First Filing Company: *Employers Insurance Company of Wausau, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *GLF-CW-006-08*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
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Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Insurance Company of Wausau	\$50.00	02/20/2008	18062934
Wausau Business Insurance Company	\$0.00	02/20/2008	
Wausau Underwriters Insurance Company	\$0.00	02/20/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/20/2008	02/20/2008

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Disposition

Disposition Date: 02/20/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Wausau EXPRESS Construction Liability Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Wausau EXPRESS Construction Liability Endorsement	GL0580 01-08	01-08	Endorseme New nt/Amendm ent/Condi tions		0.00	GL0580 01-08.pdf

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Construction Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Broad Form Additional Insured**
 - Lessor of Leased Equipment**
 - Owners, Managers or Lessors of Premises or Land**
 - Permit Grantor - State, Municipality or Political Subdivision**
 - Owners, Lessees or Contractors - Completed Operations**
 - Owners, Lessees or Contractors - Ongoing Operations**
 - Mortgagees, Assignees or Receivers**
- 2. Waiver Of Right Of Recovery By Written Contract Or Agreement**
- 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
- 4. Unintentional Errors Or Omissions**
- 5. Supplementary Payments**
- 6. Two Or More Coverage Parts Or Policies Issued By Us**
- 7. Expected Or Intended Injury From Reasonable Force**
- 8. Non-Owned Watercraft**
- 9. Bodily Injury Redefined**
- 10. Past Partnership, Joint Venture Or Limited Liability Company**
- 11. Railroads Contractual Liability**
- 12. Aggregate Limit Per Location And Project**
- 13. Bodily Injury To Co-Employees**
- 14. Property In Your Care, Custody And Control**
- 15. Damage To Premises Rented To You**
- 16. Incidental Medical Malpractice**
- 17. Newly Acquired Or Formed Organizations**
- 18. Personal And Advertising Injury Redefined**

1. Broad Form Additional Insured

Paragraph **2.** of Section **II** - Who Is An Insured is amended to add the following:

- e. Additional Insured by Written Contract or Written Agreement**

The limits of insurance applicable to the following additional insureds shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on a primary, excess, contingent or on any other basis, unless you are obligated under a written contract or written agreement to provide liability insurance for the additional insured on a primary or a primary and non-contributory basis.

The following person(s) or organization(s) other than a joint venture, for which you have agreed by written contract or written agreement, prior to the "bodily injury", "property damage" or "personal and advertising injury" which occurs, to procure bodily injury, property damage or personal and advertising injury liability insurance:

- (1) **Lessors of Leased Equipment:** the person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place before the equipment lease is in effect or after the equipment lease expires; or
- (b) Damages arising out of the sole negligence of the additional insured.

- (2) **Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.

- (3) **Permit Grantor - State, Municipality or Political Subdivision:** any state, municipality or political subdivision subject to the following provisions:

- (a) This insurance applies only with respect to operations performed by you or on your behalf for which the state, municipality or political subdivision has issued a permit.

- (b) This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, or municipality or political subdivision; or
 - (ii) "Bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the written contract or written agreement between you and the additional insured; or

- (iii) Damages arising out of the sole negligence of the additional insured.

- (4) **Owners, Lessees or Contractors - Completed Operations:** all persons or organizations with whom you have a written contract or written agreement to include them as additional insureds for the "products-completed operations hazard", which is signed in advance of the "occurrence" or offense for which the additional insured seeks coverage, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the written agreement performed for that additional insured and included in the "products-completed operations hazard".

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including but not limited to the preparing, approving, or failing to prepare or approve change orders, drawings, field orders, maps, opinions, reports, shop drawings, specifications, surveys; or architectural, engineering, inspection or supervisory activities; or

- (b) Damages arising out of the sole negligence of the additional insured.

- (5) **Owners, Lessees or Contractors - Ongoing Operations:** all persons or organizations with whom you have a

written contract or written agreement to include them as additional insureds, which is signed in advance of the "occurrence" or offense for which the additional insured seeks coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s) and the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is caused by an offense committed, while that part of the written contract or written agreement is in effect.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including but not limited to the preparing, approving, or failing to prepare or approve change orders, drawings, field orders, maps, opinions, reports, shop drawings, specifications, surveys; or architectural, engineering, inspection or supervisory activities; or
 - (b) Damages arising out of the sole negligence of the additional insured.
- (6) **Mortgagees, Assignees or Receivers:** any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to:

- (a) Structural alterations, new construction and demolition operations performed by or for that person or organization; or
- (b) Damages arising out of the sole negligence of the additional insured.

2. Waiver Of Right Of Recovery By Written Contract Or Agreement

Paragraph 8. of Section IV – Commercial General Liability Conditions is amended by the addition of the following:

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Paragraph 2. of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or "suit" to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.

c. You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2)** Authorize us to obtain records and other information;
 - (3)** Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d.** No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Unintentional Errors And Omissions

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Commercial General Liability Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

5. Supplementary Payments

Paragraphs **1.b.** and **1.d.** of Section **I** - Supplementary Payments - Coverages **A** And **B** are deleted and replaced with the following:

- b.** Up to \$3000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

6. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "occurrence" or offense covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

7. Expected Or Intended Injury From Reasonable Force

Paragraph **2.a.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

8. Non-Owned Watercraft

Paragraph **2.g.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than or equal to 50 feet in length; or
- (b) Not being used to carry persons or property for a charge.

9. Bodily Injury Redefined

Paragraph **3.** of Section **V** - Definitions is deleted and replaced with the following:

3. "Bodily injury" means physical:

- a.** Injury;
- b.** Sickness; or
- c.** Disease;

sustained by a person, including death, humiliation, mental anguish or mental injury which directly results from the physical injury, sickness or disease.

10. Past Partnership, Joint Venture Or Limited Liability Company

The last paragraph of Section **II** - Who Is An Insured is deleted and replaced by the following:

4. With respect to the "products-completed operations hazard" only, you are an insured for your "bodily injury" and "property damage" liability arising out of a terminated partnership or joint venture. However, no person or organization is an insured with respect to the conduct of any:

- a.** Current partnership or joint venture that is not shown as a Named Insured in the Declarations; or
- b.** Current or past limited liability company that is not shown as a Named Insured in the Declarations.

The insurance provided by this provision will not inure to the benefit of any party except you.

11. Railroads Contractual Liability

Paragraph **9.** of Section **V** - Definitions is deleted and replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or failing to give them, if that is the primary cause of the injury or damage;
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory inspection, architectural or engineering activities.

13. Aggregate Limit Per Location And Project

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single construction project or a single "location":
 - 1. A separate Designated General Aggregate Limit applies to each designated construction project and to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that construction project or "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other construction project or "location".
 - 4. The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply. However,

instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project or "location":

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

F. For purposes of this provision, Section **V** - Definitions is amended by the addition of the following:

"Location" means any premises you occupy for permanent operations as part of your business, not including any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad or utility shall be considered a single "location".

13. Bodily Injury To Co-Employees

THIS PROVISION DOES NOT APPLY IN THE STATE OF CONNECTICUT

Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of Section **II** – Who Is An Insured do not apply to your supervisory or management "employees" for "bodily injury" only.

Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of Section **II** – Who Is An Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker". A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or co-"volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or co-"volunteer worker" under any other valid and collectible insurance.

14. Property In Your Care, Custody And Control

A. Paragraphs **(3) and (4)** of Exclusion **j.** of Coverage **A** do not apply except to:

1. Borrowed equipment; or
2. "Property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and

collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

B. Limits of Insurance

Subject to Paragraphs **2.**, **3.** and **5.** of Section **III** - Limits Of Insurance, the most we will pay for insurance provided by Paragraph **A.** above is:

1. \$10,000 Each Occurrence Limit.
2. \$25,000 Aggregate Limit.

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

15. Damage To Premises Rented To You

A. Fire, Lightning or Explosion Damage

The last paragraph of Section **I** - Coverage **A** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

B. Limits for Damages to Premises Rented to You

Paragraph **6.** of Section **III** - Limits Of Insurance is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for any combination of:
 - a. Damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
 - b. "Property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

- C. The Damage To Premises Rented To You Limit shown in the Declarations is the greater of the amount shown or \$300,000.

16. Incidental Medical Malpractice

With respect to "bodily injury" resulting from "medical malpractice" only, Paragraphs **2.a.(1)(a)** and **(d)** of Section **II** - Who Is An Insured do not apply.

Coverage for "bodily injury" arising out of your "medical malpractice" is subject to the following additional provisions, conditions, definitions and exclusions:

A. "Medical malpractice" means malpractice, error or mistake in providing the following services:

1. The rendering of or failure to render medical, surgical, dental, x-ray or nursing services or treatment, or the furnishing of food or beverages in connection with such services;

2. The furnishing or dispensing of drugs; or
 3. The furnishing of medical, dental or surgical supplies or appliances.
- B.** This insurance for "bodily injury" resulting from "medical malpractice" does not apply to:
1. Liability assumed by an insured under any contract or agreement;
 2. Liability of an insured acting as proprietor, superintendent or "executive officer" of any hospital, sanatorium, clinic with bed and board facilities, laboratory, nursing or convalescent home, home for the aged or infirm persons or other similar business enterprise; or
 3. Liability of an insured arising out of the failure to disclose or concealment of information with respect to hazardous conditions within the workplace which cause or may potentially cause "bodily injury" to any "employee".
- C.** Any payment for "bodily injury" as a result of your "medical malpractice" shall serve to exhaust the General Aggregate Limit of Insurance shown in the Declarations.
- D.** The insurance afforded for "bodily injury" resulting from "medical malpractice" shall apply as excess insurance over any other insurance available to the insured, except other insurance under an umbrella or excess policy written specifically as excess over this insurance.
- E.** No "medical malpractice" coverage is provided for any insured who is a health care provider as defined in K.S.A. 40-3401, et seq., the Kansas Health Care Provider Availability Act.

17. Newly Acquired Or Formed Organizations

Paragraph **3.a.** of Section **II** - Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

18. Personal And Advertising Injury Redefined

Paragraph **14.** of Section **V** - Definitions is amended to add the following:

- h. Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference, but only if such discrimination is not:
 - (1) At the direction of or with the knowledge or consent of:
 - (a) You;
 - (b) Your spouse, if you are an individual;
 - (c) Your members or your partners and their spouses, if you are a partnership or joint venture; or
 - (d) Your "executive officers" and directors and your stockholders, if you are a corporation; or
 - (2) Directly or indirectly related to the employment, prospective employment, or termination of any person.

<i>SERFF Tracking Number:</i>	<i>WAUS-125492694</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Insurance Company of Wausau, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GLF-CW-006-08</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability</i>		
<i>Project Name/Number:</i>	<i>Submission of new endorsement GL0580 01-08/GLF-CW-006-08</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: *WAUS-125492694* *State:* *Arkansas*
First Filing Company: *Employers Insurance Company of Wausau, ...* *State Tracking Number:* *EFT \$50*
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Supporting Document Schedules

		Review Status:	
Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Approved	02/20/2008
Bypass Reason:	na		
Comments:			